

EXHIBIT I

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15 Attorneys for Plaintiffs,

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 IO GROUP, INC., a California
20 corporation, CHANNEL ONE
21 RELEASING, Inc., a California
22 corporation and LIBERTY MEDIA
23 HOLDINGS, LLC., a California
24 corporation,

25 Plaintiffs,

26 vs.

27 GLBT, Ltd., a British limited company,
28 MASH and NEW, Ltd., a British limited
company, PORT 80, Ltd., a company of
unknown origin or structure, STEVEN
JOHN COMPTON, an individual living
in the United Kingdom, and DAVID
GRAHAM COMPTON, an individual
living in the United Kingdom.

Defendants.

CASE NO.: C-10-1282 (MMC)(DMR)

STIPULATION

1 WHEREAS Counsel for the Parties have a disagreement as to how to implement the
2 order of Magistrate Judge Ryu regarding Plaintiffs' payment of Defendants' reasonable costs
3 associated with attending their depositions in San Diego;
4

5 WHEREAS the Counsel for the Parties reached a compromise position;

6 IT IS HEREBY STIPULATED

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- 8 • Plaintiffs will wire \$6,500 into Defense Counsel's Attorney Client Trust Account;
 - 9 • After the depositions are complete, Defense Counsel will present an expense report and
10 request for payment to Plaintiffs' Counsel;
 - 11 • If there is a disagreement as to the reasonableness of the request, the parties will meet
12 and confer on the reasonableness of Defendants' request;
 - 13 • If the Parties are unable to reach a consensus on a reasonable amount, the Parties will
14 submit the matter to the Court;
 - 15 • Defense Counsel will not disperse any funds to his clients until he obtains a signed
16 stipulation from Plaintiff's counsel on the reasonableness of the amount or a Court
17 Order instructing him to release the funds;
 - 18 • The amount placed in trust shall not be considered as an indication or agreement of
19 what amount is "reasonable";
 - 20 • The parties stipulate that Defendants have already purchased plane tickets or hotel
21 reservations or that they will do so without any delay. The parties stipulate that on
22 June 22, 2011, the Plaintiffs provided the Defendants with itineraries costing \$4,777 for
23 hotel and flight, and a separate itinerary costing \$3,239.68 for airfare only. The
24 Plaintiffs stipulate that these are "reasonable" expenses. However, the parties stipulate
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1 that if the Defendants have not yet secured travel arrangements or if they continue to
2 delay doing so, the added expenses attributable to the delay shall not be included in the
3 amount determined to be "Reasonable."
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- 5 • This Stipulation shall be filed with the Court.
- 6 • Plaintiffs reserve the right to request of the Judge that, in the event of monetary
7 sanctions or a monetary award in this case, that the funds be retained and repaid as an
8 offset to such an award. However, this shall only be done if by stipulated agreement
9 between the parties, signed by both parties (or their attorneys) or if endorsed by the
10 Judge after an unsuccessful meet and confer between the parties.
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14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 */s/ D. Gill Sperlein*

16 DATED: 6/23/2011

By: _____
D. Gill Sperlein
THE LAW OFFICE OF D. GILL SPERLEIN

18 */s/ Marc Randazza*

19 DATED: 6/23/2011

By: _____
Marc J. Randazza
General Counsel, Liberty Media Holdings, LLC
Attorneys for Plaintiffs

23 */s/ Jonathan Capp*

24 DATED: 6/23/2011

By: _____
Jonathan Capp
Attorney for Defendants